

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

05-11863 RWZ

RAMACHANDRAN SEETHARAMAN,
Plaintiff

vs.

STONE & WEBSTER, INC., a
Subsidiary of SHAW GROUP, INC.,
JOE GREEN, NICK ZERVOS,
DAVID EDWARDS AND JOHN
MARTIN

Defendants

CIVIL ACTION NO.

MAGISTRATE JUDGE *Severin*

COMPLAINT AND DEMAND FOR JURY TRIAL

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I. INTRODUCTION

This employment discrimination action pursuant to Federal and State law alleges unlawful employment discrimination by defendants against the plaintiff based on national origin, race, color, age, handicap, and retaliation seeks damages for the plaintiff's unlawful forced transfer and subsequent termination of his employment as a Principal Engineer at the Defendant Stone & Webster, Inc. Plaintiff also asserts claims for wrongful discharge in violation of public policy, for violation of his civil rights pursuant to M.G. L. c. 26B, §11H, 11I, for violation of the Massachusetts Constitution Article XLIX providing for the right of the people to have clean air and water and for conspiracy pursuant to 42 U.S.C. § 1985.

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SCANNED
DATE: 9/15/05
BY: *Form*

II. THE PARTIES

1. Ramachandran Seetharaman (Hereinafter, "Seetharaman") is an individual residing in Ashland, Middlesex County, Massachusetts.
2. The Plaintiff is Seetharaman is a non-white United States Citizen, born November 13, 1957 in Tanjore, Tamilnadu, India and is of East Indian heritage and of dark complexion.
3. Seetharaman was over forty years of age during his employment at defendant Stone & Webster (a SHAW Group Company) from 3-2001 till 5-2002.
4. Defendant Stone & Webster is a corporation and subsidiary of the Shaw Group, which is a corporation headquartered in Baton Rouge, LA. Defendant Stone & Webster has a location at 100 Technology Center Drive, Stoughton, Massachusetts.
5. Defendant David Edwards is a resident of the Commonwealth of Massachusetts, and was at relevant times Seetharaman's direct supervisor in the Covert, Badger and Goose Lake Projects from May 2001 through February 5, 2002.
6. Defendant Nick Zervos is a resident of the Commonwealth of Massachusetts, and was at relevant times Seetharaman's direct supervisor of the Heat Balance/Thermal Engineering Group from February 6, 2002 through May 17, 2002.
7. Defendant John Martin is a resident of the Commonwealth of Massachusetts, was at relevant times the Project Engineer/Manager for Covert, Badger and Goose Lake Projects and was David Edwards's supervisor.
8. Defendant Joe Green is a resident of the Commonwealth of Massachusetts, was at relevant times Chief Mechanical Engineer of defendant Stone & Webster.

III. STATEMENT OF FACTS

9. Seetharaman commenced his employment at Stone & Webster on March 19, 2001. His Title was Principal Engineer in the Mechanical Engineering Division. His work location was 100 Technology Center Drive, Stoughton, Massachusetts.

10. Seetharaman's first assignment around 3-22-2001 was to study and design a nuclear reactor system that utilized ammonia/water mixture as a working fluid. After review of the system, Seetharaman expressed his environmental and nuclear safety concerns to Joe Green, Chief Mechanical Engineer, who assigned him that task. His safety concerns were ignored. Joe Green again resurrected this project in June/July 2001, at which time Seetharaman again protested its viability and effect on public safety. This angered management.

11. Seetharaman's second assignment was to work on a Power Plant – Pha-Lai in Vietnam late March 2001. He completed that work in about ten days.

12. In the first week of April 2001, Joe Green assigned Seetharaman to the Covert, Badger, and Goose Lake power plant design projects. He worked on these projects until February 6, 2002.

13. The Covert, Badger, Goose Lake power plant design projects were funded, owned and operated by Pacific Gas and Electric (via its past subsidiary PG&E National Energy Group). General Electric Company funded Pacific Gas Electric to the tune of about \$50 million dollars in March 2001, to enable these activities of Pacific Gas and Electric.

14. General Electric Company and Pacific Gas & Electric exercised control over Covert, Badger, Goose Lake projects and its past subsidiary PG&E National Energy Group.

15. Stone & Webster became the engineering and construction agent for the Covert,

Badger, and Goose Lake power plant design projects on March 15, 2001. The business and agency relationship was based on written publicly announced contracts and personal meetings of management personnel.

16. During his several assignments in the Covert, Badger, Goose Lake power plant design projects, Seetharaman engaged in numerous activities protected by environmental laws and opposed the conduct of Stone & Webster engineering management. Pacific Gas & Electric (the principal) was also aware of these protected activities via its agents.

17. Seetharaman opposed the project's emitting toxic substances in the air potentially harming the public safety and not utilizing the controls that both Federal and State laws required. Seetharaman further opposed some engineering methodologies that were inherently wrong and unsafe violating OSHA and environmental laws and standards.

18. Seetharaman's relationship with management eroded rapidly commencing in January 2001; Seetharaman was ridiculed, subjected to intimidating and hostile work environment, segregated, subjected to covert surveillance, limited, refused to deal and classified. His boiler work assignment was forcefully removed from him on January 4, 2002.

19. On or about February 5, 2002 Seetharaman was forcefully transferred against his will to a new Heat Balance Group on February 6, 2002. Witnesses associated with him sympathetic/supportive of Seetharaman were intimidated as well and subject to adverse employment actions. A disproportionate number of employees of East Indian origin were terminated as well in 2002/2003. Seetharaman opposed the hostilities to his supervisors in the Fall of 2001 and expressed his feelings about not wanting to be transferred.

20. Upon transfer to Heat Balance Group Seetharaman's work environment became even more intimidating, harassing and hostile. Seetharaman was further segregated, limited and classified.

21 Seetharaman calculated nuclear steam pipe sizes for a nuclear station using a well-established methodology. However, his co-worker "finagled" the results and utilized much smaller pipes. Seetharaman was deceived into signing the cover sheet of a nuclear calculation on 4-1-2002. Upon seeing the entire calculation the next day and noticing his methods and the safe and correct pipe sizes were not used, he protested to his superior Nick Zervos on 4-3-2002 that nuclear safety has been compromised. Seetharaman refused to participate in this illegal conduct. His supervisor Nick Zervos threatened him with a statement – "we cut out people who don't follow our ways."

22. During the next assignment in April 2002, Zervos continued his hostility by intimidating Seetharaman stating, "You are getting old. Younger workers like Garcia are working faster".

23. Two weeks later around 4-17-2002, Seetharaman detected another flaw in a computer program ARROW and complained to the same supervisor Nick Zervos and Rick Bone and Frank Elia that utilizing that ARROW program for nuclear work will be problematic, unsafe and would not satisfy quality-control requirements and hence they must follow a more rigorous procedure to test that software before it could be cleared for nuclear work. Seetharaman mentioned another experienced worker Pete Queenan at the Company also agreed to use a more rigorous nuclear procedure, but Zervos snubbed that worker as an "Old nuclear goat that spent too much time on nuclear work". Nick Zervos had a long relationship with General Electric, through an unsafe toxic Ammonia cycle.

called the "Kalina Cycle" from 1985 until 1996, which releases hot toxic Ammonia into the atmosphere. Seetharaman specifically protested the safety of this cycle in utilization of nuclear and other power work and also about GE's defective software that he has seen since the late 1980s while he worked for GE nuclear division. All this happened around 4 years before 2002.

24. On or about April 29, 2002 Seetharaman's employment with defendant Stone & Webster was terminated.

25. During the course of his employment, Seetharaman engaged in protected activity and complained to both managers and some coworkers as well about public safety during his employment from 3-2001 till 5-2002 at Stone & Webster.

26. At least one white male coworker and a white female coworker (less than 40 years of age) at Stone & Webster also engaged in such protected activity during the period from March 2001 through May 2002. However, these workers were not treated with contempt, subject to intimidating and hostile work environment, did not have work force removed from them, were not forcefully transferred and fired in a similar fashion as Seetharaman.

**COUNT ONE
UNLAWFUL DISCRIMINATION BASED ON NATIONAL ORIGIN, COLOR, RACE,
HANDICAP AND AGE IN VIOLATION OF G.L. c. 151B § 4 AND REPRISAL IN
VIOLATION OF G.L. 151B § 4, SUBD. 4
(ALL DEFENDANTS)**

27. The Plaintiff re-alleges and incorporates by reference herein the averments set forth in Paragraphs 1 through 26 as though fully set forth herein.

28. Plaintiff filed a timely charge with the Massachusetts Commission Against Discrimination.

Discrimination (MCAD), and filed this complaint at the expiration of ninety days after filing of the aforesaid complaint with MCAD.

29. The Plaintiff is a member of a protected class by virtue of his National Origin (East Indian), Color (Dark Complexion), Race, Handicap (Bad Back) and age (44 years old at time of termination) pursuant to G.L. c. 151B.

30. On information and belief, the Defendant involuntarily transferred and subsequently discharged the Plaintiff not for any legitimate reason but because of his National Origin, Color, Race, Handicap and Age thereby violating G.L. c. 151B § 4.

31. Defendants Edwards, Zervos, Martin and Green coerced, intimidated, threatened or interfered with Seetharaman in the exercise or enjoyment of his rights granted or protected by G.L.c. 151B in violation of G.L.c. 151B § 4, 4A.

32. Defendants Edwards, Zervos, Martin and Green aided, abetted, incited, compelled or coerced the doing of the above described unlawful conduct in violation of G.L.c. 151B § 4, 5.

33. Seetharaman opposed the hostile work environment from management to his supervisor in the Fall of 2001 and expressed his feelings about not wanting to be transferred. The Defendant transferred and subsequently discharged the Plaintiff not for any legitimate reason but because of his opposition to management creating an actual, intimidating and hostile work environment.

34. As a direct and proximate cause of the aforesaid discrimination, the Plaintiff has incurred and continues to incur a substantial loss of wages and benefits. The Plaintiff will continue to suffer these, as well as other damages, to be established at trial.

COUNT TWO

**UNLAWFUL DISCRIMINATION BASED ON NATIONAL ORIGIN, COLOR, RACE, / 3
REPRISAL IN VIOLATION OF TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, /
AMENDED 42 U.S.C. . §2000e, et seq., RACE DISCRIMINATION AND REPRISAL / 1
VIOLATION OF 42 U.S.C 1981, DISABILITY DISCRIMINATION AND REPRISAL
VIOLATION OF THE AMERICANS WITH DISABILITIES ACT, 42 U.S.C §12101,
seq. & THE 1973 REHABILITATION ACT - 29 U.S.C 794, AND AGE
DISCRIMINATION AND REPRISAL IN VIOLATION OF THE AGE DISCRIMINATI
IN EMPLOYMENT ACT 29 U.S.C. 621, et seq
(ALL DEFENDANTS)**

35. The Plaintiff re-alleges and incorporates by reference herein the averments set forth in Paragraphs 1 through 34 as though fully set forth herein.

36. Plaintiff filed a timely charge with the Equal Employment Opportunity Commission (EEOC).

37. Plaintiff received a Notice of Right to Sue from the EEOC on June 18, 2005. Plaintiff's action is being filed within ninety (90) days of receiving said Right to Sue Notice.

38. The Plaintiff is a member of a protected class by virtue of his National Origin (Indian), Color (Dark Complexion), Race, Handicap (Bad Back) and age (44 years old at time of termination). Defendant receives Federal funding and is a Federal Contractor within the meaning of the above applicable federal laws.

39. Seetharaman informed the defendant in writing about his disability in March 2001 and November 2001, and further verbally to his superiors and coworkers.

40. On information and belief, the Defendant involuntarily transferred and subsequently discharged the Plaintiff not for any legitimate reason but because of his National Origin, Color, Race, Handicap, Age and reprisal, thereby violating 42 U.S.C. §2000(e) et seq., 42 U.S.C 1981, 29 U.S.C 794, 42 U.S.C §12101, et seq, and 29 U.S.C. 621, et seq.

41. Seetharaman opposed the hostile work environment from management to his supervisor in the Fall of 2001 and expressed his feelings about not wanting to be transferred. The Defendant transferred and subsequently discharged the Plaintiff for no legitimate reason but because of his opposition to management creating an actual, intimidating and hostile work environment.

42. Defendant's conduct was willful, malicious, in bad faith, outrageous and extraordinary in violating the above referenced Federal laws.

43. As a direct and proximate cause of the aforesaid discrimination, the Plaintiff has incurred and continues to incur a substantial loss of wages and benefits. The Plaintiff will continue to suffer these, as well as other damages, to be established at trial.

**COUNT THREE
WRONGFUL DISCHARGE IN VIOLATION OF PUBLIC POLICY
(DEFENDANT STONE & WEBSTER)**

44. The Plaintiff re-alleges and incorporates by reference herein the averments set forth in Paragraphs 1 through 43 as though fully set forth herein.

45. Between January 11, 2002 through February 4, 2002 Seetharaman was assigned the task of verifying a safety calculation for several dozen high-pressure steam lines that affected plant safety on the Covert Power Project. Seetharaman found the original calculation to be wrong and unsafe and recalculated using a safe and sound engineering methodology.

46. Seetharaman informed his direct supervisor Dave Edwards that the original calculation would violate Occupational Safety and Health Administration (OSHA) regulations. He advised Edwards of the safety consequences of the calculation and

importuned him to change the size of the pipes lest plant safety be compromised.

47. The next day Seetharaman was forcefully transferred to the Heat Balance Group.

48. From February 7, 2002 through April 2, 2002 Seetharaman calculated pipe sizes for Lungmen nuclear power plant. These calculations provided for safe operation of the nuclear power plant. However, Bill Card, a co-worker in the heat balance group, finagled these pipe sizes to a much lower size. Bill Card deceived Seetharaman by signing the cover sheet of this calculation on April 2, 2002. Upon reviewing the erroneous calculation the next day, Seetharaman determined that the safe pipe sizes recommended were not used in the calculation and he protested this to his supervisor, Mark Zervos that he could not sign this "finagled" calculation because he feared that the lower sized pipes would result in an accident. Zervos threatened Seetharaman stating, "we get out people who don't follow our ways."

49. Three weeks later on or about April 29, 2002 Green and Zervos terminated Seetharaman's employment with defendant Stone & Webster.

50. Seetharaman's employment was terminated because he refused to commit an unlawful act of designing projects that did not comply with OSHA standards, and because he was attempting to enforce the important public policy of ensuring compliance with OSHA in order to ensure the safety of the public.

51. As a direct and proximate cause of the aforesaid discrimination, the Plaintiff has incurred and continues to incur a substantial loss of wages and benefits. The Plaintiff will continue to suffer these, as well as other damages, to be established at trial.

**COUNT FOUR
VIOLATION OF HIS CIVIL RIGHTS PURSUANT TO M.G. L. C. 12, §11H, 11
(ALL DEFENDANTS)**

52. The Plaintiff re-alleges and incorporates by reference herein the averments set forth in Paragraphs 1 through 51 as though fully set forth herein.

53. Defendant Stone & Webster (a SHAW group Company), via an association with the defendant business and contract, and through agency relationships, and the individual defendants and "persons" within the meaning of M.G. L. C. 12, §11H, 11I.

54. In committing the above described acts, all defendants in this count, through threats, intimidation, or coercion by termination of employment, breach of oral promises, and withdrawal of funds, interfered with, or attempted to interfere with, with Seetharam's secured rights of; speech and writings on matters of public concern; to have clean air and water, Atomic Energy Safety, and due process of the law, pursuant to the Massachusetts Constitution/ Declaration of rights, its bidding laws and deceptive practices law and Federal Constitution and Federal Laws - 42 USC 7401 et seq. (Title 42 – Chapter 85 – Air Pollution Prevention and Control - The Clean Air Act – "CAA"), 42 USC 9601 et seq. (Title 42 – Chapter 103 - Comprehensive Environmental Response, Compensation and Liability Act – "CERCLA"), 33 USC 1251 et seq. (Title 33 – Chapter 26 - The Federal Water Pollution Control Act – "FWPCA"), 42 USC 2011 et seq. (Title 42 – Chapter 23 - The Atomic Energy Act – "AEA"), 42 USC 5801 et seq. (Title 42 – Chapter 73), 42 USC 13401 et seq. (Title 42 – Chapter 53 – Toxic Substances Control -The Toxic Substances Control Act – "TSCA") and 42 USC 6901 et seq. (Title 42 - Chapter 82 – Solid Waste Disposal - Solid Waste Disposal

– “SWDA”) , and 29 USC 660 (OSHA), 29 USC 666, Federal bidding laws, Sherman Act, Clayton Act and Robinson-Patman Act.

55. These above mentioned acts combined to form sufficient coercion under the Massachusetts Civil Rights Act because the natural effect intended or not, of said conduct was to coerce Seetharaman through contract breach, creation of intimidating and hostile work environment, limitation, segregation and classification, subjected him to constant surveillance, denial of promised training and bonus, refusal to deal, forced transfer and termination of employment.

56. As a direct and proximate cause of the aforesaid discrimination, the Plaintiff has incurred and continues to incur a substantial loss of wages and benefits. The Plaintiff will continue to suffer these, as well as other damages, to be established at trial.

**COUNT FIVE
VIOLATION OF THE MASSACHUSETTS CONSTITUTION ARTICLE XLIX
PROVIDING FOR THE RIGHT OF THE PEOPLE TO
HAVE CLEAN AIR AND WATER
(Defendant Stone & Webster)**

57. The Plaintiff re-alleges and incorporates by reference herein the averments set forth in Paragraphs 1 through 56 as though fully set forth herein.

58. Article XLIX of the Amendments to the Constitution provides that “The people shall have the right to clean air and water, freedom from excessive and unnecessary noise, and the natural, scenic, historic, and esthetic qualities of their environment; and the protection of the people in their right to the conservation, development and utilization of agricultural, mineral, forest, water, air and other natural resources is hereby declared to be a public purpose.”

59. In furtherance of the principles set forth in Article XLIX of the Amendments to the Constitution Seetharaman opposed defendant Stone & Webster management's effort to "cut corners" on Covert, Badger, and Goose Lake power plant design projects, by resorting to unsafe and environmentally derelict engineering and construction methodologies. They further conspired to violate bidding and antitrust laws. Seetharaman was the only individual, who opposed these practices repeatedly. Such opposition by Seetharaman began both verbally and in writing beginning April 2001 and continued unabated until February 4, 2002.

60. Seetharaman opposed these projects emitting toxic substances in the air and potentially harming the public safety and not utilizing the controls that both Federal and State laws stipulated. Seetharaman further opposed some engineering methodologies that were inherently wrong and unsafe violating OSHA and environmental laws and standards.

61. In retaliation for Seetharaman's exercise of his rights as protected by Article XLIX of the Amendments to the Constitution, defendant Stone & Webster engaged in a course of conduct designed to create an intimidating and hostile work environment, limit advancement, segregation and classification, subjected him to covert surveillance, denial of promotion, training and bonus, refusal to deal, forced transfer and termination of employment.

62. As a direct and proximate cause of the aforesaid discrimination and reprisal, Plaintiff has incurred and continues to incur a substantial loss of wages and benefits. Plaintiff will continue to suffer these, as well as other damages, to be established at trial.

**COUNT SIX
CONSPIRACY PURSUANT TO 42 U.S.C. § 1985
(All Defendants)**

63. The Plaintiff re-alleges and incorporates by reference herein the averments set forth in Paragraphs 1 through 62 as though fully set forth herein.

64. Defendant Stone & Webster via an association in business and contract, through agency relationships, and the individual defendants are "persons" within the meaning of 42 U.S.C. § 1985.

65. Defendant Stone & Webster and individual defendants via conspiracy occasioned harm and third-party interference with at-will employment relationship with Stone & Webster (a SHAW group Company) against Seetharaman. Such unlawful interference was with malice and it was to intimidate and retaliate against Seetharaman for engaging in activity protected by state and federal law as set forth in the succeeding paragraph.

66. In committing the above described acts, all defendants in this count, through threats, intimidation, or coercion by termination of employment, breach of oral promises, withdrawal of funds, interfered with, or attempted to interfere with, with Seetharaman's secured rights of; speech and writings on matters of public concern; to have clean air and water, Atomic Energy Safety, and due process of the law, pursuant to the Massachusetts Constitution Declaration of rights, its bidding laws and deceptive practices law and Federal Constitution and Federal Laws - 42 USC 7401 et seq. (Title 42 – Chapter 85 – Air Pollution Prevention and Control - The Clean Air Act – "CAA"), 42 USC 9601 et seq. (Title 42 – Chapter 1 - Comprehensive Environmental Response, Compensation and Liability – "CERCLA") 42 USC 1251 et seq. (Title 33 – Chapter 26 - The Federal Water Pollution Control Act – "FWPCA"), 42 USC 2011 et seq. (Title 42 – Chapter 23 - The Atomic Energy Act – "AE

42 USC 5801 et seq. (Title 42 – Chapter 73), 42 USC 13401 et seq. (The Energy Policy Act of 1992 (as the latest amendment), 15 USC 2601 et seq. (Title 15 – Chapter 53 – Toxic Substances Control -The Toxic Substances Control Act – “TSCA”), 42 USC 6901 et seq. (Title 42 - Chapter 82 – Solid Waste Disposal - Solid Waste Disposal Act – “SWDA”), 29 USC 660 (OSHA), 29 USC 666, Federal bidding laws, Sherman Act, Clayton Act and Robinson-Patman Act.

67. These above mentioned acts combined to form sufficient intimidation and retaliation against Seetharaman for being and intending to be a witness in Federal Proceedings.

68. Defendant's conduct was to intimidate Seetharaman through contract breach, creation of intimidating and hostile work environment, limitation, segregation and classification, subjected him to covert surveillance, denial of promised training and bonus, refusal to deal, forced transfer and termination of employment. Seetharaman was “injured in his person and property” by means of these unlawful acts.

69. As a direct and proximate cause of the aforesaid discrimination and reprisal, Plaintiff has incurred and continues to incur a substantial loss of wages and benefits. Plaintiff will continue to suffer these, as well as other damages, to be established at trial.

**COUNT SEVEN
TORTIOUS INTERFERENCE WITH ADVANTAGEOUS RELATIONSHIP
(Defendants Zervos, Edwards, Green and Martin)**

70. The Plaintiff re-alleges and incorporates by reference herein the averments set forth in Paragraphs 1 through 69 as though fully set forth herein.

71. Seetharaman was in an “advantageous relationship” with his employer Defendant Stone & Webster by virtue of his receipt of a favorable performance evaluation that raised

him as “promotable” and as an “achiever”. Seetharaman was further in an “advantageous relationship” with his employer Stone & Webster by virtue of his repeated abilities and actions to bring in multi-million dollar proposals for potential business to Stone & Webster.

72. Defendants knowingly, out of “malice”, for an improper purpose and utilizing improper means interfered with Seetheraman’s advantageous relationship with Stone & Webster by inducing Stone & Webster not to enter into or continue a business relationship, resulting in termination of Seetharaman’s employment.

73. The acts of these defendants were wrongful, made without rational basis, in bad faith, with reckless disregard as to the truth or falsity of the statements used in support of the said acts, with a race, color, national origin, disability, age, anti-“public safety” speech based discriminatory animus, and were otherwise improper.

74. As a direct and proximate cause of the aforesaid discrimination and reprisal, the Plaintiff has incurred and continues to incur a substantial loss of wages and benefits. The Plaintiff will continue to suffer these, as well as other damages, to be established at trial.

**COUNT EIGHT
PROMISSORY ESTOPPEL
(Defendants Stone & Webster, Zervos, and Green)**

75. The Plaintiff re-alleges and incorporates by reference herein the averments set forth in Paragraphs 1 through 74 as though fully set forth herein.

76. On or about December 6, 2001 Defendants Stone & Webster, Zervos, and Green asked Seetheraman to consider a transfer to the heat balance group with a promise of five years of training, continued employment, investment and promotion to a higher position.

77. Seetharaman reasonably relied on these promises and transferred to the at balance group on or about February 6, 2002;

78. Defendants Stone & Webster, Zervos, however deceived Seetheraman and d him just eleven weeks later on or about April 29, 2002.

79. As a direct and proximate cause of the aforesaid conduct the Plaintiff has incu d and continues to incur a substantial loss to be established at trial.

WHEREFORE, the Plaintiff requests this Honorable Court to:

1. Enter judgment against the Defendants;
2. Award Damages on all counts in an amount to be determined at trial for final al losses sustained and other damages to be determined at trial, including but ot limited to:
 - a. Loss of income and benefits;
 - b. Future loss of income and benefits;
 - c. Damages for emotional distress;
 - d. Treble Damages pursuant to G.L. c. 151B § 9;
 - e. Compensatory Damages;
 - f. Punitive Damages
 - g. Reasonable Attorney's fees;
 - h. Fees and Costs of this action;
 - i. Reinstatement to his former job with defendant; and;
 - j. Such further relief as this Honorable Court deems just and proper.

THE PLAINTIFF IN THE ABOVE ENTITLED ACTION DEMANDS A TRIAL BY JUR

RAMACHANDRAN SEETHARAMAN

Plaintiff

By his Attorney,


HOWARD I WILGOREN,
6 Beacon Street, Suite 700
Boston, MA 02108
(617) 523-5233
BBO No. 527840

DATED: September 14, 2005

CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

as required
ed for the use

I. (a) PLAINTIFFS

Rameshchandra Sentharaman

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF Middlesex
(EXCEPT IN U.S. PLAINTIFF CASES)

DEFENDANTS

Stone & Webster Inc. a S
Shaw Group Inc., for the
Zervas, David Edwards andCOUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT Norfolk
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

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black
Sentharaman

OF THE

(c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

Howard I. Wilgoren
6 Beacon St., Suite 700
Boston MA 02108 617-523-5233ATTORNEYS (IF KNOWN) Paul S. Murphy &
Sweeney Menard
Wash DC State
MA 02109 617-532in T
copy 9
St. Boston
SC

II. BASIS OF JURISDICTION

(PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE BOX FOR DEFENDANT)

- Citizen of This State ☐ 1 ☐ 1 Incorporated or Principal of Business in This State
- Citizen of Another State ☐ 2 ☐ 2 Incorporated and Principal of Business in Another State
- Citizen or Subject of a Foreign Country ☐ 3 ☐ 3 Foreign Nation

XX FOR PLAINTIFF
ENDANT:PTF DEF
☐ 4 ☐ 4e ☐ 5 ☐ 5☐ 6 ☐ 6

IV. ORIGIN

(PLACE AN "X" IN ONE BOX ONLY)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- Transferred from another district (specify)
- ☐ 5 Multidistrict Litigation
- ☐ 7

real to District
ge from
istrate
gment

V. NATURE OF SUIT (PLACE AN "X" IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury PERSONAL INJURY <input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs. <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 400 State F <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks <input type="checkbox"/> 460 Comm <input type="checkbox"/> 460 Deport <input type="checkbox"/> 470 Racket Corrup <input type="checkbox"/> 810 Select <input type="checkbox"/> 850 Security Extrar <input type="checkbox"/> 875 Custom 12 USC <input type="checkbox"/> 881 Agricult <input type="checkbox"/> 882 Economi <input type="checkbox"/> 883 Environ <input type="checkbox"/> 884 Energy <input type="checkbox"/> 885 Freedom Inform <input type="checkbox"/> 900 Appeal Under <input type="checkbox"/> 950 Constit State S <input type="checkbox"/> 990 Other S
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence HABEAS CORPUS: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395f) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSD Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7809	ATUTES <input type="checkbox"/> 810 Prisonment <input type="checkbox"/> 815 Banking <input type="checkbox"/> 820 Rates/etc. <input type="checkbox"/> 825 Insurance <input type="checkbox"/> 830 Racket Corrup <input type="checkbox"/> 835 Select <input type="checkbox"/> 840 Security Extrar <input type="checkbox"/> 845 Custom 12 USC <input type="checkbox"/> 850 Agricult <input type="checkbox"/> 855 Economi <input type="checkbox"/> 860 Environ <input type="checkbox"/> 865 Energy <input type="checkbox"/> 870 Freedom Inform <input type="checkbox"/> 875 Appeal Under <input type="checkbox"/> 880 Constit State S <input type="checkbox"/> 885 Other S

VI. CAUSE OF ACTION

(CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE BRIEF STATEMENT OF CAUSE. DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY.)

ment based on National origin, Age, handicap race, color
action pursuant to 42 USC 2000e, 42 USC 1981, 42 USC 12101-12109
2000e-2, 42 USC 1981 and related state lawsof employ
nd related
C 119
s

VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 ☐DEMAND \$
350,000CHECK YES only if demand
JURY DEMAND: ☐ YES ☐ NO1 complaint:
☐ NO

VIII. RELATED CASE(S) IF ANY (See instructions):

JUDGE T. J. BoyleDOCKET NUMBER 1-05-011863 RWZ

DATE

SIGNATURE OF ATTORNEY OF RECORD

9-14-05

[Signature]

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

1. Title of case (name of first party on each side only)

Seetharaman v Stone & Webster Inc

2. Category in which the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local rule 40.1(a)(1)).

- 1 I. 160, 410, 470, 535, R.23, REGARDLESS OF NATURE OF SUIT.
- II. 195, 196, 368, 400, 440, 441-446, 540, 550, 555, 625, 710, 720, 730, *Also complete AO 120 or AO 121 for patent, trademark or copyright c
- III. 110, 120, 130, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 320, 330, 340, 345, 350, 355, 360, 362, 365, 370, 371, 380, 385, 450, 891.
- IV. 220, 422, 423, 430, 460, 480, 490, 510, 530, 610, 620, 630, 640, 650, 660, 690, 810, 861-865, 870, 871, 875, 900.
- V. 150, 152, 153.

3. Title and number, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in the district please indicate the title and number of the first filed case in this court.

Seetharaman v Stone & Webster Inc 1:05 CV-11863

4. Has a prior action between the same parties and based on the same claim ever been filed in this court?

YES ☒ NO ☐

5. Does the complaint in this case question the constitutionality of an act of congress affecting the public interest? (See 2 USC §2403)

YES ☐ NO ☒

If so, is the U.S.A. or an officer, agent or employee of the U.S. a party?

YES ☐ NO ☐

6. Is this case required to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?

YES ☐ NO ☒7. Do all of the parties in this action, excluding governmental agencies of the United States and the Commonwealth of Massachusetts ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40).YES ☒ NO ☐A. If yes, in which division do all of the non-governmental parties reside?Eastern Division ☒ Central Division ☐ Western Division ☐

B. If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?

Eastern Division ☒ Central Division ☐ Western Division ☐

8. If filing a Notice of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes submit a separate sheet identifying the motions)

YES ☐ NO ☒

(PLEASE TYPE OR PRINT)

ATTORNEY'S NAME

Howard Wilgoren

ADDRESS

6 Beacon St Suite 700 Boston MA 02108

TELEPHONE NO.

617-523-5233

05-11863 RWZ